| SOLICITATIO OFFER | N/CONTRACT/ OR TO COMPLET | | | | | 1. REQUIS W45G186 | SITION NUMBER 63471632 | | F | PAGE 1 OF 11 | |
|--|---|--------------|-------------|---|---|--|--|-----------------|---------------------------------------|---------------------------|--|
| 2. CONTRACT NO. W911RQ-07-P-00 | 56 | 3. AWARD/EFF | ECTIVE DATE | 4. ORDER | NUMBER | | 5. SOLICITAT | ION NUMBER | 6. S | OLICITATION ISSUE DATE | |
| 7. FOR SOLICITATION INFORMATION CALL | | a. NAME |) / | <u> </u> | | | b. TELEPHON | IE NUMBER (No C | Collect Calls) 8. C | OFFER DUE DATE/LOCAL TIME | |
| 9. ISSUED BY RED RIVER ARMY DIRECTORATE FO 100 MAIN DRIVE TEXARKANA TX 758 TEL: FAX: 15. DELIVER TO RED RIVER ARMY DEF XR CONSOL PROP OF DDRT BLDG 499 10TH STREET AND KA TEXARKANA TX 75507 | DEPOT R CONTRACTING BUILDING 431 607-5000 | | W911RQ | 1 D P F D | HUBZI 8(A) NAICS: 32191 SIZE STANDAI 6. ADMINISTE DEBBI JONES PHONE: 903-334-2621 PAX: 903-334-2621 DEBBI JONES@U | RICTED E: _ BUSINE ONE SMA 18 RD: 500 RED BY 2513 8/2541 S.ARMY.MI | % FOR ESS ALL BUSINESS | IIXI | DULE NECONTRACT IS A PAS (15 CFR 700) | RFP | |
| | | | 1 | | EXARKANA TX 7 | | | | | 1 | |
| 17a.CONTRACTOR/OFFEROR CODE 0YVA4 AZTEC INTERNATIONAL TIMBER & TRADING LTD DAVID XOCHIHUA 1104 MAIN ST STE M-150 VANCOUVER WA 98660-0012 FACILITY TEL. 360-690-8532 CODE | | | | | DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300 | | | | | | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM | | | | | | |
| 19. ITEM NO. | | | LE OF SUPPL | | VICES | | 21. QUANTITY | 22. UNIT | 23. UNIT PRIC | CE 24. AMOUNT | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Or \$48,798.12 | | | | |
| | | | | | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVE SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITION SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | VER ALL ITEM | ER ALL ITEMS X OFFER DATED 10-Jan-2007 . YOUR OFFER ON SOLICITATION | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | | 31a.UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31c. DATE SIGN 18-Jan-200 | | | | | | |
| (TYPE OR PRINT) | | | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DONALD E. KENNEDY / CONTRACTING OFFICER TEL: 903-334-2656 EMAIL: donald.kennedyl@us.army.mil | | | | | | | |

| SOLICITA | CITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | | EMS | | | | | PA | AGE 2 OF 11 | |
|--|--|---------|----------------------------|---------------------------------|---|---|--|-----------|------------|------------|------------|-------------|--|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | | • | 21. QUANTI | ΠY 2 | 22. UNIT | 23. UNIT F | RICE | 24. AMOUNT | | |
| 19. ITEM NO. | | | | | VICES | | 21. QUANTI | ΠΥ 2 | 22. UNIT | 23. UNIT F | RICE | 24. AMOUNT | |
| | | | | | | | | | | | | | |
| 32a. QUANTITY IN | | _ | S BEEN ACCEPTED, AND CONF | ORMS TO THE C | CONTRAC | T, EXCEPT | AS NOTED: | | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | NTED NAME AND TITLE OF AUTHORIZED GOVERNMENT PRESENTATIVE | | | | | | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT R | | | EPRESENTATIVE | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | | | |
| | | | | 32g | | 32g. E-MAI | MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | |
| 33. SHIP NUMBER | FINAL | 34. VOU | CHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | | 36. | PAYMENT 37. CHECK NUMBER COMPLETE PARTIAL FINAL | | | | | | |
| 38. S/R ACCOUNT | NUMBE | R 39. | S/R VOUCHER NUMBER | 40. PAID BY | | l | | | | | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FO 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 4 | | | FOR PAYMENT 41c. DATE | 42a. RE | RECEIVED BY (Print) | | | | | | | | |
| | | | | 42b. RE | ECEIVED AT (Location) | | | | | | | | |
| | | | | 42c. DA | TE REC'D (| YY/MM/DD) | 42d. TC | OTAL CONT | AINERS | | | | |

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 21 Kit \$2,323.72 \$48,798.12

FLOOR KIT, FOR M172A1 TRAILER, KILN

APITONG-KERUING-KAPUR, PRESSURE TREATED .040 PCF

FOB: Destination NSN: 251000X066150

MILSTRIP: W45G1863471632

PURCHASE REQUEST NUMBER: W45G1863471632

FIRM FIXED PRICE

NET AMT \$48,798.12

ACRN AA \$48,798.12

CIN: W45G18634716320001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
0001 Destination Government Destination Government

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0001 19-JAN-2007 21 RED RIVER ARMY DEPOT XR CONSOL PROP OFF DDRT BLDG 499

10TH STREET AND K AVENUE TEXARKANA TX 75507-5000

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.AAPP6D 26EB5PA200W45G1863471632P01KB6041117

AMOUNT: \$48,798.12

CIN W45G18634716320001: \$48,798.12

CLAUSES INCORPORATED BY REFERENCE

| 52.211-17 | Delivery of Excess Quantities | SEP 1989 |
|--------------|---|----------|
| 52.212-4 | Contract Terms and ConditionsCommercial Items | SEP 2005 |
| 252.232-7003 | Electronic Submission of Payment Requests | MAY 2006 |

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED

Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

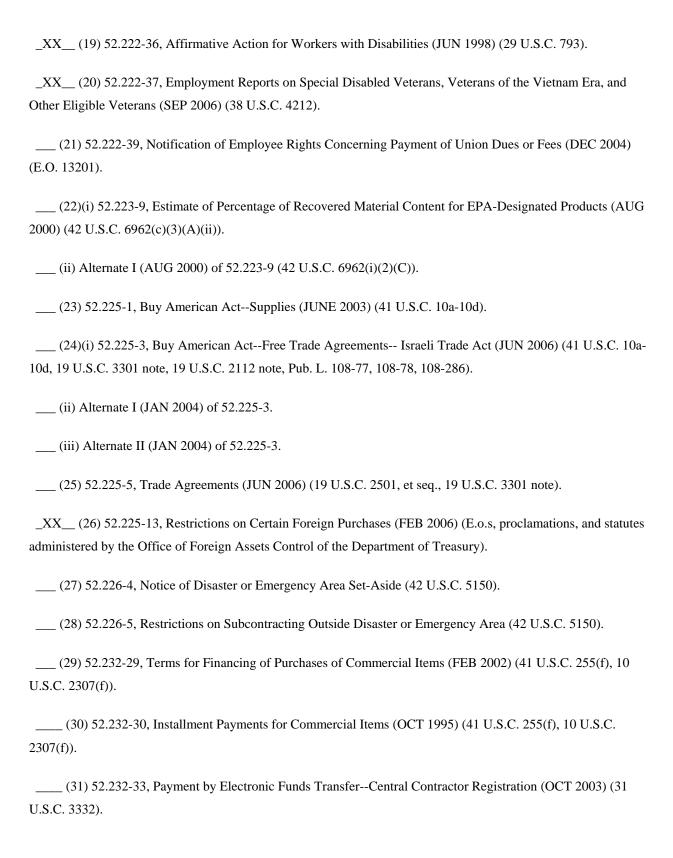
52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD)

Receiving hours at Red River Army Depot are from 7:00 AM to 1:00 PM, Monday through Friday (excluding Federal holidays). Telephone (903) 334-3520.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2006) ALTERNATE I (FEB 2000)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

| (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a). |
|--|
| (4) [Removed]. |
| (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644). |
| (ii) Alternate I (OCT 1995) of 52.219-6. |
| (iii) Alternate II (MAR 2004) of 52.219-6. |
| (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644). |
| (ii) Alternate I (OCT 1995) of 52.219-7. |
| (iii) Alternate II (MAR 2004) of 52.219-7. |
| (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)). |
| (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)). |
| (ii) Alternate I (OCT 2001) of 52.219-9 |
| (iii) Alternate II (OCT 2001) of 52.219-9. |
| (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)). |
| (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). |
| (ii) Alternate I (JUNE 2003) of 52.219-23. |
| (11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). |
| (12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). |
| (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004). |
| _XX_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755). |
| _XX (15) 52.222-19, Child LaborCooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). |
| _XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). |
| _XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246). |
| _XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212). |



| (32) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (MAY |
|---|
| 1999) (31 U.S.C. 3332). |
| |
| (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). |
| |
| (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). |
| |
| (35)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (FEB 2006) (46 U.S.C. |
| Appx 1241 and 10 U.S.C. 2631). |
| |
| (ii) Alternate I (APR 2003) of 52.247-64. |
| (, |
| |

- (d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4001 ELECTRONIC FUND TRANSFER

The government payment office has determined that payment under this contract will be made by Electronic Funds Transfer (EFT). This determination is made in accordance with FAR Clause 52.232-33 and is effective no later than 1 October 1997.

52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

- 1. Name and address of contractor/vendor.
- 2. Invoice date.
- 3. Contract or purchase order number.
- 4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
- 5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.
- 6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).
- 7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.
- 8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

Invoice must be marked "Original".

Mail or fax all invoices to the following address:

DFAS - Rock Island Operating Location ATTN: DFAS-RI-FPV Bldg 68 Rock Island, IL 61299-8300

FAX: 877-426-4270

52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot Texarkana, Texas

52.246-4002 PARTIAL SHIPMENTS

Partial shipments are authorized.

52.247-4049 PACKAGING & MARKING

Material is to be packaged and packed in a manner to afford adequate protection against damage during shipment from supply source

to destination. Package and pack shall conform to the applicable carrier rules, regulations and tariffs and may be the industry standard commercial practice. All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability: Federal Stock Number and/or Manufacturer's Part Number; Noun; Quantity; Purchase Order Number; Requisition Number; Mark for Bldg; and Ship To. Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2006)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
- ____ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- (1) ____ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) ____ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) _XX__ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- (6) ____ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

- (9) ____ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2006) of 252.225-7036.
- (13) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) ____ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)